

AUCTION SALE
SPECIAL CONDITIONS OF SALE

Brief description of the LOT

Lot: 23
Address: 7 Plots at Beech Farm Road, Warlingham, Surrey, CR6 9QG

Name of the SELLER

To be provided upon exchange of contracts

Name and address of the SELLERS SOLICITORS

To be provided upon exchange of contracts

Title

Freehold

Registered or unregistered?

Registered

Title guarantee

Limited Title Guarantee unless advised to the contrary

Deposit

10 % of the Price to be held as agent for the Seller

INTEREST RATES

Interest is 4% above the Metro Banks base rate from time to time

VAT

May be payable dependent on the status of the Seller

Insurance

The Buyer will be responsible for the insurance of the property from exchange of contracts

Vacant or let?

The property is sold with vacant possession on completion

What the sale is subject to

The Standard Commercial Property Conditions (Third Edition - 2018 Revision) and the Auctioneers Special Conditions and any Extra Special Conditions of Sale and any Additional Extra Special Conditions of Sale

EXTRA SPECIAL CONDITIONS OF SALE

1. This Agreement incorporates the Standard Commercial Property Conditions (Third Edition - 2018 Revision). Where there is a conflict between those Conditions and this Agreement, this Agreement prevails. This agreement also incorporates the Buyer Terms of NALC Auctions (Terms and Conditions for Bidding and Buying at Auctions which can be viewed on the www.nalcauctions.com website. Words denoting one gender shall include the other, the singular shall include the plural and vice versa persons shall include corporations.

2. Completion shall take place 20 working days after the date of exchange of contracts.

3. The Seller will sell the Property free from encumbrances other than:
 - 3.1 any matters, contained or referred to in any entries or records made in registers maintained by HM Land Registry.
 - 3.2 any matters, discoverable by inspection of the Property before the date of this Contract.
 - 3.3 any matters, which the Seller does not and could not reasonably know about;
 - 3.4 any matters, other than any financial charges disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - 3.5 public requirements;
 - 3.6 any matters which are, or (where the Property is not registered) would be unregistered interests which override the first registration under schedule 1 to the Land Registration Act 2002 and unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
 - 3.7 any matters, referred to in the disclosed bundle (which for the avoidance of doubt includes matters referred to in the Transfer Deed annexed in this contract.

4. If the Seller's Conveyancer is not in possession of a duly signed Transfer from the Seller on the agreed Completion Date and the Buyer's Conveyancer has failed to provide an acceptable draft to the Seller's Conveyancer at least 3 working days prior to the agreed Completion Date then the Buyer shall not be entitled to delay completion as a result and the Buyer shall accept the Seller's Conveyancer's undertaking (i) to use reasonable endeavors to procure a signed Transfer from the Seller without unreasonable delay once the Buyer's Conveyancer has provided a satisfactory draft and (ii) to forward the signed Transfer to the Buyer's Conveyancer without unreasonable delay once the Seller's Conveyancer has received it from the Seller.

5. The tenure of the Property is freehold and title to the land is registered under the title number SY794743. The title has been deduced to the Buyer's solicitors by production of the documents contained within the legal pack. The original documents have been lost and the property will be sold with the re-constituted unregistered title supported by the indemnity policy and statements of truth contained in the legal pack and the buyer shall not raise any requisitions or enquiries relating to the title as deduced prior to the auction in the legal pack.
6. A deposit of 10% of the purchase price shall be payable by the Buyer immediately after the exchange of contracts to the auctioneers as agents for the Seller.
7. With effect from exchange of this Contract, the Property is solely at the Buyer's risk. No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
8. Save that for the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters recorded in the registers open to public inspection are to be considered within the actual knowledge of the Buyer.
9. The Seller shall not be obliged to transfer the Property in whole or in part (whether directed by the Buyer or in any other manner) to anyone other than the Buyer or at a price greater than the purchase price. The Buyer shall not be entitled to assign or transfer the benefit of this Agreement or to sub-sell or declare trust of the Property or otherwise deal with the same prior to completion of the sale and purchase.
10. The rate of interest shall be 4% over Metro Bank Plc base rate from time to time.
11. On completion the Buyer will reimburse to the Seller (as a condition of completion) for the cost of any searches, supplied to the buyer, in addition the Buyer will pay the Seller an additional sum of two thousand pounds in legal costs. Plus, preparation of legal pack cost of five hundred pounds plus VAT and the seller's premium in the sum of three thousand pounds, which is payable upon completion.

The Seller is not obliged to provide the Buyer with an invoice or receipt in respect of these payments.

12. In the event of the Seller serving Notice to Complete the Buyer shall as a condition of completion pay the Seller's solicitors costs of six hundred and fifty pounds plus VAT in relation to the service of notice and any work resulting from the Buyer's default. The time for completion referred to in Condition 6.8.2 of the Standard Conditions of Sale (fifth edition) shall be amended to five working days.
13. Where any reference is made as to the postcode of the property being sold, then the Seller gives no warranty that the postcode is correct, and the Buyer must rely entirely on its only enquiries.
14. The Buyer confirms that it has been afforded opportunity to satisfy itself as to any notices served in relation to the property being sold by making appropriate enquiries of all the relevant persons in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in

relation thereto. The Buyer further confirms that it has satisfied itself on all matters relating to planning and building regulation matters having made appropriate enquiries of all relevant persons and authorities in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer also confirms that it has satisfied itself as to any breaches of the registered lease that may be current or historic and the Buyer purchases with full knowledge of such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto.

15. The Buyer confirms that the Buyer has had the opportunity to inspect (i) the registered title to the LOT including the title plan the registered lease and the restrictive covenants affecting the LOT (if any) and (ii) the property physically constituting the LOT and the Buyer purchases on the basis that it is deemed to have done so in each case and the Buyer cannot refuse to purchase the property on the grounds that they were unable to enter the Property to inspect or take a valuation of the Property prior to completion. In the event of any adverse issues arising from the aforementioned items or without prejudice to the generality thereof any discrepancy between the physical layout or extent of the LOT and such layout or extent as shown in the registered title and/or the registered lease or any alterations having been undertaken to the LOT at any time whether with or without the consent of the landlord the Buyer acknowledges that the Buyer is deemed to purchase with full knowledge of all matters (if any) and the Buyer shall raise no enquiry requisition or objection thereon or thereto nor shall demand any contribution from the Seller in relation thereto. The Buyer shall raise no objection or requisition in respect of the size of any room regardless as to whether the room meets the minimum size requirement required by planning rules or any other law or statutory requirement.
16. The Buyer will be deemed to have established and to have satisfied himself in all respects as to the past and present permitted use of the property and each and every part thereof and all other relevant information on planning and related matters and shall be deemed to purchase with full knowledge thereof and shall raise no objection or requisition with regard thereto. Any indemnity policy shall be obtained by and at the cost of the Buyer
17. The Property is sold in its actual condition and state of repair and the Buyer shall be deemed to have surveyed and inspected the same and shall purchase the same with full knowledge of its actual condition and state of repair.
18. The Buyer hereby acknowledges that there are and have been no representations on the faith of which the buyer is entering into this agreement made by or on behalf of the seller other than such (if any) as are indicated in the representations contained in the written answers made by the sellers' solicitors to enquiries raised by the buyers solicitors prior to the date hereof.
19. It is expressly agreed and acknowledged by the parties hereto that all items belonging to third parties on or about the Property are excluded from this sale.
20. All communications and notices under this Contract can be made by email and are considered served at the time the email is sent notwithstanding the fact that the receiving party/parties' solicitor may not acknowledge the email.

21. The Buyer shall raise no requisition of the Seller due to unavailability or loss of any keys or deeds relating to the property being sold.
22. The Buyer hereby acknowledges that this agreement shall form the entire agreement between the Seller and the Buyer to the exclusion of any antecedent statements or representations whether oral or written or implied or contained in any advertisement particulars or other matters issued or any correspondence entered into by the seller or his agents and the buyer hereby acknowledges that he has not entered into this agreement in reliance upon any such statement or representation other than those which may have been given by the sellers solicitors in any written reply to any enquiry by the buyers solicitors.
23. In the event that the Buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
 - 23.1 terminate the contract
 - 23.2 claim the deposit and any interest on it if held by a stakeholder
 - 23.3 forfeit the deposit and any interest on it
 - 23.4 resell the LOT
 - 23.5 claim damages from the buyer.
24. All apportionments of service charges and rent arrears will be collected on completion from the Buyer

Additional Extra Special Conditions

1. The Buyers is aware that the Seller may not be the registered proprietor of the property and shall not delay or refuse to complete as a result of the Seller not being the registered proprietor of the property on the Completion Date and the Buyer shall not be entitled to raise any objection, enquiry or requisitions in respect of the same.
2. The Buyers acknowledges that:
 - (a) The Buyer buys the Lot with full knowledge of the state and condition of the Lot (whether or not he has inspected the Lot or caused it to be inspected on its behalf) and takes the Lot as it stands at Completion
 - (b) The Buyer enters into the Contract solely on the basis of his own inspection, survey, searches, enquiries and professional advice and not in reliance upon any representation or warranty (whether written or oral, express or implied) made by or on behalf of the Seller or any person, firm or company acting on their behalf concerning the Lot.
 - (c) All representations, warranties, covenants, and conditions whether express or implied statutory or otherwise in respect of the Lot are expressly excluded including without limitation, warranties, description, permitted use and possible development thereof.
 - (d) The exclusions of liability and the acknowledgments and waivers in these Special Conditions shall continue notwithstanding Completion.

- (e) The Seller gives no warranty and makes no representation as to the physical state and condition of the Lot or any other building or structure on it. The Buyer acknowledges that the Buyer has carried out detailed inspections and investigations of the Lot (or has had adequate opportunity to do so) in order to ascertain the presence in or under or emanating from the Lot of any polluting or contaminative material and the Seller shall have no liability in respect of the same.
 - (f) The Seller is under no obligation to clear any rubbish remains materials furnishings or similar items from the Lot prior to Completion and the Buyer shall be deemed to have carried out an inspection of the Lot prior to signing the Contract.
 - (g) The Buyer shall be deemed to purchase the Lot subject to and shall be responsible for complying with any notices, orders, demands, proposals, requirements or other matters which would be revealed by a local authority search result whether or not a search result has been supplied by the Seller and the Buyer shall indemnify the Seller against any liability arising if he does not do so and the Buyer shall rely solely on his own searches and enquiries in this respect..
 - (h) If any provision in this contract is held to be unenforceable, the remaining provisions continue in effect.
3. The RICS Common Auction Conditions for England and Wales shall apply to the sale in addition to the articles of Roup. Where their two conditions of sale conflict, the RICS Common Auction Conditions shall prevail.
 4. Paragraph G11 part 1 of the RICS Common Auction Conditions shall apply.